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Kenu, Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

KENU, INC.,

Plaintiff,

v.

EBAY, INC., TANKYMALL,  
FOUROCEAN888, BESTOFFER01,  
AYAGROUP, PLUG-IN-PLAYOWEN,  
HOT.GROUP, ALLYEXPORTER,  
ANYFASHION2013, SINOTECH2015,  
SHOPBEST2U, OK-FLY, 2012DIGITAL2012,  
HULUSHOP2010, MYTOPLUCK, BG27CYF,  
YNAAN, STARSMILE5, MOBILEKITS,  
USECHEAP, LGC GAS EQUIPMENT (HK)  
CO., LIMITED, and DOES 1 through 10,  
inclusive,

Defendants.

Case No.

**COMPLAINT FOR PATENT  
INFRINGEMENT, TRADEMARK  
INFRINGEMENT, TRADE DRESS  
INFRINGEMENT, UNFAIR  
COMPETITION (CAL. BUS. & PROF.  
CODE § 17200), AND COMMON LAW  
UNFAIR COMPETITION**

**DEMAND FOR JURY TRIAL**

1 Plaintiff Kenu, Inc. (“Kenu”), for its Complaint against defendants eBay, Inc., tankymall (an  
 2 eBay user), fourcean888 (an eBay user), bestoffer01 (an eBay user), ayagroup (an eBay user), plug-  
 3 in-playowen (an eBay user), hot.group (an eBay user), allyexporter (an eBay user), anyfashion2013  
 4 (an eBay user), sinotech2015 (an eBay user), shopbest2u (an eBay user), ok-fly (an eBay user),  
 5 2012digital2012 (an eBay user), hulushop2010 (an eBay user), mytopluck (an eBay user), bg27cyf  
 6 (an eBay user), ynaa (an eBay user), starsmile5 (an eBay user), mobilekits (an eBay user), usecheap  
 7 (an eBay user), LGC Gas Equipment (HK) Co., Limited, and Does 1 through 10, inclusive  
 8 (collectively, “Defendants”), alleges as follows:

9 1. Kenu is a San Francisco company that specializes in combining technology, art and  
 10 design in creating mobile phone products and accessories. One such product is a portable hands free  
 11 in-car mount for mobile or smartphone devices that attaches to any car air vent (hereafter  
 12 “AIRFRAME™”). Kenu’s AIRFRAME™ met immediate success for its elegant design and  
 13 superior functionality over traditional car mounts that are often bulky or rely on adhesives, which  
 14 detach over time. Seeking to capitalize on Kenu’s success, competitors have recently begun copying  
 15 Kenu’s innovative design and distinctive AIRFRAME™ trademark to “free ride” on the efforts of  
 16 Kenu. This action seeks to remedy the unauthorized sale of one such knock-off product, often sold  
 17 under various confusingly similar names such as “WINDFRAME” and “AiIRFRAME,” and  
 18 containing the same design features as Kenu’s AIRFRAME™.

### 19 **THE PARTIES**

20 2. Kenu is a corporation organized and existing under the laws of Delaware and having  
 21 a place of business at 236 8<sup>th</sup> Street, Suite A, San Francisco, California 94103.

22 3. Defendant eBay, Inc. (“eBay”) is a corporation organized under the laws of Delaware  
 23 with business activities throughout the world and on the World Wide Web at www.ebay.com, and is  
 24 headquartered at 2145 Hamilton Avenue, San Jose, California 95125. eBay is an internet sales  
 25 provider of various products, including mobile phone accessories, where eBay facilitates users  
 26 placing certain goods for sale, and buyers purchasing those goods by making payment through  
 27 eBay’s wholly-owned subsidiary PayPal, Inc.

1           4. Defendant tankymall is an eBay user with the username “tankymall.” According to  
2 the public profile available through www.ebay.com, tankymall is based in China and has been an  
3 eBay member since August 19, 2013. Kenu is unable to ascertain whether tankymall is a person or  
4 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
5 eBay username. Upon learning the proper name of tankymall, Kenu will amend the complaint.

6           5. Defendant fourocean888 is an eBay user with the username “fourocean888.”  
7 According to the public profile available through www.ebay.com, fourocean888 is based in China  
8 and has been an eBay member since February 25, 2010. Kenu is unable to ascertain whether  
9 fourocean888 is a person or corporation, or the user’s legal name. Kenu therefore sues such person  
10 or entity according to the eBay username. Upon learning the proper name of fourocean888, Kenu  
11 will amend the complaint.

12           6. Defendant bestoffer01 is an eBay user with the username “bestoffer01.” According  
13 to the public profile available through www.ebay.com, bestoffer01 is based in China and has been an  
14 eBay member since May 13, 2014. Kenu is unable to ascertain whether bestoffer01 is a person or  
15 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
16 eBay username. Upon learning the proper name of bestoffer01, Kenu will amend the complaint.

17           7. Defendant ayagroup is an eBay user with the username “ayagroup.” According to the  
18 public profile available through www.ebay.com, ayagroup is based in the United States and has been  
19 an eBay member since March 7, 2007. Kenu is unable to ascertain whether ayagroup is a person or  
20 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
21 eBay username. Upon learning the proper name of ayagroup, Kenu will amend the complaint.

22           8. Defendant plug-in-playowen is an eBay user with the username “plug-in-playowen.”  
23 According to the public profile available through www.ebay.com, plug-in-playowen is based in  
24 Hong Kong and has been an eBay member since December 11, 2012. Kenu is unable to ascertain  
25 whether plug-in-playowen is a person or corporation, or the user’s legal name. Kenu therefore sues  
26 such person or entity according to the eBay username. Upon learning the proper name of plug-in-  
27 playowen, Kenu will amend the complaint.

1           9. Defendant hot.group is an eBay user with the username “hot.group.” According to  
2 the public profile available through www.ebay.com, hot.group is based in China and has been an  
3 eBay member since March 12, 2013. Kenu is unable to ascertain whether hot.group is a person or  
4 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
5 eBay username. Upon learning the proper name of hot.group, Kenu will amend the complaint.

6           10. Defendant allyexporter is an eBay user with the username “allyexporter.” According  
7 to the public profile available through www.ebay.com, allyexporter is based in the United States and  
8 has been an eBay member since May 25, 2007. Kenu is unable to ascertain whether allyexporter is a  
9 person or corporation, or the user’s legal name. Kenu therefore sues such person or entity according  
10 to the eBay username. Upon learning the proper name of allyexporter, Kenu will amend the  
11 complaint.

12           11. Defendant anyfashion2013 is an eBay user with the username “anyfashion2013.”  
13 According to the public profile available through www.ebay.com, anyfashion2013 is based in China  
14 and has been an eBay member since November 27, 2013. Kenu is unable to ascertain whether  
15 anyfashion2013 is a person or corporation, or the user’s legal name. Kenu therefore sues such  
16 person or entity according to the eBay username. Upon learning the proper name of  
17 anyfashion2013, Kenu will amend the complaint.

18           12. Defendant sinotech2015 is an eBay user with the username “sinotech2015.”  
19 According to the public profile available through www.ebay.com, sinotech2015 is based in China  
20 and has been an eBay member since June 25, 2014. Kenu is unable to ascertain whether  
21 sinotech2015 is a person or corporation, or the user’s legal name. Kenu therefore sues such person  
22 or entity according to the eBay username. Upon learning the proper name of sinotech2015, Kenu  
23 will amend the complaint.

24           13. Defendant shopbest2u is an eBay user with the username “shopbest2u.” According to  
25 the public profile available through www.ebay.com, shopbest2u is based in China and has been an  
26 eBay member since October 9, 2009. Kenu is unable to ascertain whether shopbest2u is a person or  
27 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
28 eBay username. Upon learning the proper name of shopbest2u, Kenu will amend the complaint.

1           14. Defendant ok-fly is an eBay user with the username “ok-fly.” According to the  
2 public profile available through www.ebay.com, ok-fly is based in China and has been an eBay  
3 member since December 19, 2009. Kenu is unable to ascertain whether ok-fly is a person or  
4 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
5 eBay username. Upon learning the proper name of ok-fly, Kenu will amend the complaint.

6           15. Defendant 2012digital2012 is an eBay user with the username “2012digital2012.”  
7 According to the public profile available through www.ebay.com, 2012digital2012 is based in China  
8 and has been an eBay member since September 9, 2012. Kenu is unable to ascertain whether  
9 2012digital2012 is a person or corporation, or the user’s legal name. Kenu therefore sues such  
10 person or entity according to the eBay username. Upon learning the proper name of  
11 2012digital2012, Kenu will amend the complaint.

12           16. Defendant hulushop2010 is an eBay user with the username “hulushop2010.”  
13 According to the public profile available through www.ebay.com, hulushop2010 is based in China  
14 and has been an eBay member since May 3, 2009. Kenu is unable to ascertain whether  
15 hulushop2010 is a person or corporation, or the user’s legal name. Kenu therefore sues such person  
16 or entity according to the eBay username. Upon learning the proper name of hulushop2010, Kenu  
17 will amend the complaint.

18           17. Defendant mytopluck is an eBay user with the username “mytopluck.” According to  
19 the public profile available through www.ebay.com, mytopluck is based in China and has been an  
20 eBay member since December 19, 2013. Kenu is unable to ascertain whether mytopluck is a person  
21 or corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
22 eBay username. Upon learning the proper name of mytopluck, Kenu will amend the complaint.

23           18. Defendant bg27cyf is an eBay user with the username “bg27cyf.” According to the  
24 public profile available through www.ebay.com, bg27cyf is based in China and has been an eBay  
25 member since July 15, 2010. Kenu is unable to ascertain whether bg27cyf is a person or  
26 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
27 eBay username. Upon learning the proper name of bg27cyf, Kenu will amend the complaint.  
28

1           19. Defendant ynaan is an eBay user with the username “ynaan.” According to the public  
2 profile available through www.ebay.com, ynaan is based in China and has been an eBay member  
3 since October 6, 2010. Kenu is unable to ascertain whether ynaan is a person or corporation, or the  
4 user’s legal name. Kenu therefore sues such person or entity according to the eBay username. Upon  
5 learning the proper name of ynaan, Kenu will amend the complaint.

6           20. Defendant starsmile5 is an eBay user with the username “starsmile5.” According to  
7 the public profile available through www.ebay.com, starsmile5 is based in China and has been an  
8 eBay member since October 25, 2013. Kenu is unable to ascertain whether starsmile5 is a person or  
9 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
10 eBay username. Upon learning the proper name of starsmile5, Kenu will amend the complaint.

11           21. Defendant mobilekits is an eBay user with the username “mobilekits.” According to  
12 the public profile available through www.ebay.com, mobilekits is based in China and has been an  
13 eBay member since March 26, 2012. Kenu is unable to ascertain whether mobilekits is a person or  
14 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
15 eBay username. Upon learning the proper name of mobilekits, Kenu will amend the complaint.

16           22. Defendant usecheap is an eBay user with the username “usecheap.” According to the  
17 public profile available through www.ebay.com, usecheap is based in China and has been an eBay  
18 member since November 6, 2013. Kenu is unable to ascertain whether usecheap is a person or  
19 corporation, or the user’s legal name. Kenu therefore sues such person or entity according to the  
20 eBay username. Upon learning the proper name of usecheap, Kenu will amend the complaint.

21           23. LGC Gas Equipment (HK) Co., Limited (“LGC”) maintains the eBay username  
22 “lpgcngkits-lgc.” According to the public profile available through www.ebay.com, lpgcngkits-lgc  
23 is based in China and has been an eBay member since December 22, 2011. LGC was formed and  
24 exists under the laws of Hong Kong and maintains its principal place of business at 719A, Huang Jia  
25 Centre, Dong Huan Rd 1, LongHua District, Shenzhen 518109, China.

26           24. On information and belief, tankymall, fourocean888, bestoffer01, ayagroup, plug-in-  
27 playowen, hot.group, allyexporter, anyfashion2013, sinotech2015, shopbest2u, ok-fly,  
28 2012digital2012, hulushop2010, mytopluck, bg27cyf, ynaan, starsmile5, mobilekits, usecheap, and

1 LGC (collectively, “eBay User Defendants”) are, and at all times mentioned herein were, the alter  
 2 egos, parents, subsidiaries, agents, partners, associates, joint-venturers, servants, employees, and/or  
 3 other authorized representatives of each other, and in doing the things herein alleged were acting  
 4 within the course and scope of their authority, agency, and employment, and with the knowledge,  
 5 consent, and approval of their fellow defendants.

6 25. Kenu does not know the true names and capacities of DOES 1 through 10, inclusive,  
 7 and therefore sues them by these fictitious names. When the true names and capacities are  
 8 discovered for these DOE defendants, Kenu will seek to amend this Complaint to allege the true  
 9 names and capacities in lieu of the fictitious names. Kenu is informed and believes that each of the  
 10 fictitiously named defendants is responsible in some manner for the occurrences alleged in this  
 11 Complaint.

## 12 JURISDICTION

13 26. This is a civil action seeking damages and injunctive relief for patent infringement,  
 14 trademark infringement, trade dress infringement, unfair competition under California Business and  
 15 Professions Code § 17200 et seq., and common law trademark infringement and unfair competition.

16 27. Pursuant to 28 U.S.C. § 1331, this Court has federal subject matter jurisdiction over  
 17 Kenu’s claims for patent, trademark, and trade dress infringement. Further, this Court has subject  
 18 matter jurisdiction pursuant to the following statutes: 28 U.S.C. § 1338(a) (Acts of Congress relating  
 19 to patents and trademarks); 15 U.S.C. § 1121 et seq. (the Lanham Act); 28 U.S.C. § 1338 (b) (unfair  
 20 competition joined with trademark law); and 28 U.S.C. § 1367 (a) (supplemental jurisdiction over  
 21 state and common-law claims).

22 28. The Northern District of California has personal jurisdiction over the Defendants  
 23 because, among other things, Defendants are engaged in wrongful conduct within the state of  
 24 California and in this District, including placing into commerce illegal copies of Kenu’s goods via  
 25 eBay’s website located at www.ebay.com, and infringing upon Kenu’s patent, trademark, and trade  
 26 dress rights. Defendants have maintained substantial, continuous, and systematic contacts with the  
 27 state of California through their business dealings and activities within and with residents of the state  
 28 of California. Defendants’ conduct causes injury to and is directed at Kenu and their intellectual

1 property in the state of California. But for Defendants' conduct, Kenu would not have suffered  
2 damage.

### 3 **VENUE AND INTRADISTRICT ASSIGNMENT**

4 29. Venue is proper within this District under 28 U.S.C. § 1391(b) and (c) because eBay  
5 and eBay User Defendants transact business within this District and offers for sale in this District  
6 products that infringe Kenu's intellectual property rights. In addition, venue is proper because  
7 eBay's principal place of business is in this District and Kenu suffered harm in this District.  
8 Pursuant to Local Rule 3-2(c), intellectual property actions are assigned on a district-wide basis.

### 9 **FACTS APPLICABLE TO ALL CLAIMS**

10 30. Kenu is a successful mobile phone accessory business that designs, develops, and  
11 distributes artistic and functional mobile phone accessories that are one of a kind in today's  
12 marketplace. One such product by Kenu is the AIRFRAME™, a portable hands free in-car mount  
13 for mobile devices.

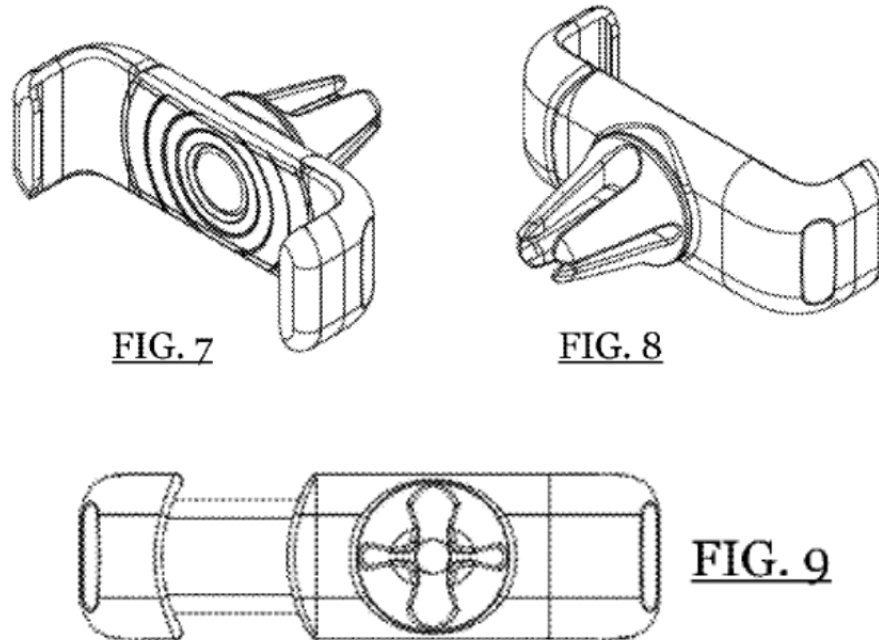
14 31. While AIRFRAME™ was released only recently, Kenu has already received acclaim  
15 for the utility and elegant design of its products including the AIRFRAME™, which is sold through  
16 numerous merchandisers, retailers, and stores nationwide, including Apple Stores, Target, and T-  
17 Mobile, Sprint, and Staples, to name just a few. Kenu also markets and sells its AIRFRAME™  
18 product on the Internet, including through its website located at www.kenu.com.

19 32. In addition to its common law rights, Kenu sought protection for its intellectual  
20 property rights associated with the AIRFRAME™ product by filing for a patent and registering its  
21 trademark.

22 33. On October 1, 2013, the United States Patent and Trademark Office issued United  
23 States Patent No. US D690,707 (the "'707 patent"), entitled "Dashboard Vent Mount for an  
24 Electronic Device," for a portable hands free in-car mount for mobile devices. *See attached*  
25 *Exhibit A*.



34. Representative Figures from Kenu's patent are referenced below:



35. On December 11, 2012, the inventors of the '707 patent, Kenneth Minn and David E. Yao, assigned all of their patent rights in the '707 patent to Kenu, which has continuously held the rights to the '707 patent since that date.

36. On March 18, 2014, Kenu obtained a trademark registration for AIRFRAME<sup>TM</sup> through the United States Patent and Trademark Office, Registration No. 4,499,171, in International Class 9, for portable hands free in-car mount for mobile devices. *See attached Exhibit B.*

37. Since at least the date of this registration, Kenu has continually used the mark AIRFRAME<sup>TM</sup>, including through its website located at [www.kenu.com](http://www.kenu.com).

38. The trade dress associated with Kenu's AIRFRAME<sup>TM</sup> product is distinctive, non-functional, and is owned by Kenu.

39. The trade dress associated with Kenu's AIRFRAME<sup>TM</sup> product signifies the source of the AIRFRAME<sup>TM</sup> product to its customers.

40. As a result of considerable efforts, Kenu's customers, and the general public, have come to recognize Kenu as an established and successful mobile phone accessory business.

41. Kenu's AIRFRAME<sup>TM</sup> product is one of a kind.

1           42.     Kenu's AIRFRAME<sup>TM</sup> product is manufactured with high quality materials designed  
2 to maximize product durability and customer satisfaction, whereas the Accused Device is  
3 manufactured from lesser quality materials.

4           43.     Kenu's designs are its own intellectual property. No goods of this design existed  
5 prior to Kenu's designs and patents.

6           44.     AIRFRAME<sup>TM</sup> is Kenu's most sought after and sold product.

7           45.     Kenu makes substantial revenue from the AIRFRAME<sup>TM</sup> product.

8           46.     Defendants expose for sale, offer to sell, and sell a portable hands free in-car mount  
9 for mobile devices ("Accused Device"), including under the names "WINDFRAME" and  
10 "AiIRFRAME," online at www.ebay.com, including at the following URL addresses:

11           a.     http://www.ebay.com/itm/251564794198;

12           b.     http://www.ebay.com/itm/141374344355;

13           c.     http://www.ebay.com/itm/181501532147;

14           d.     http://www.ebay.com/itm/171433008852;

15           e.     http://www.ebay.com/itm/251572040262;

16           f.     http://www.ebay.com/itm/161405503887;

17           g.     http://www.ebay.com/itm/321513359920;

18           h.     http://www.ebay.com/itm/291197017870;

19           i.     http://www.ebay.com/itm/191235795269;

20           j.     http://www.ebay.com/itm/111449060894;

21           k.     http://www.ebay.com/itm/191295068700;

22           l.     http://www.ebay.com/itm/251584205414;

23           m.     http://www.ebay.com/itm/131233052059;

24           n.     http://www.ebay.com/itm/131283088234;

25           o.     http://www.ebay.com/itm/271593861075;

26           p.     http://www.ebay.com/itm/141391056268;

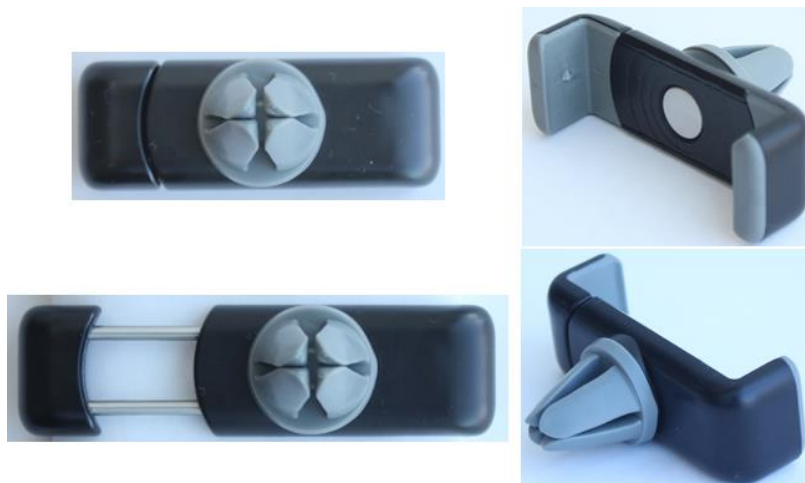
27           q.     http://www.ebay.com/itm/131260786701;

28           r.     http://www.ebay.com/itm/171378080438;

s. <http://www.ebay.com/itm/221520561691>; and

t. <http://www.ebay.com/itm/261549350743>.

47. Kenu purchased the Accused Device, representative pictures of which are provided below:



48. The Accused Device available from Defendants through [www.ebay.com](http://www.ebay.com) violates Kenu's patent and trade dress rights, and/or trademark rights as to at least eBay item numbers 251564794198, 141374344355, 181501532147, 171433008852, 251572040262, 161405503887, 321513359920, 291197017870, 191235795269, 111449060894, 191295068700, 251584205414, 131233052059, 131283088234, 271593861075, 141391056268, 131260786701, 171378080438, 221520561691, and 261549350743.

49. The use of WINDFRAME, AiIRFRAME, and AIRFRAME to market a counterfeit product as to at least eBay item numbers 251564794198, 141374344355, 181501532147, 171433008852, and 251572040262, is likely to cause consumer confusion between that product and Kenu's AIRFRAME<sup>TM</sup> mark.

50. Kenu's '707 patent covers the Accused Device exposed for sale, offered for sale, and sold through the eBay User Defendants.

51. The Accused Device violates Kenu's trade dress rights in its AIRFRAME<sup>TM</sup> product by causing confusion among ordinary consumers as to the source, sponsorship, affiliation, or approval of Kenu's AIRFRAME<sup>TM</sup> product.

1           52.     On July 3, 2014, Kenu's attorney sent eBay a letter advising that eBay was placing in  
2 the stream of commerce a product that infringed upon Kenu's intellectual property rights, including  
3 Kenu's patent, trademark, and trade dress rights. *See attached Exhibit C.*

4           53.     Further, on July 8 and July 24, 2014 Kenu's attorney submitted an electronic "Notice  
5 of Claimed Infringement," at eBay's insistence, further advising eBay that it was placing in the  
6 stream of commerce a product that infringed upon Kenu's intellectual property rights, including  
7 Kenu's patent, trademark, and trade dress rights. *See attached Exhibit D.*

8           54.     As of September 9, 2014, eBay's publicly-available information indicates that the  
9 Accused Devices remain listed on eBay's website, and hundreds of these counterfeit products have  
10 been sold on its website to anonymous eBay users.

11          55.     Despite Kenu's requests, eBay – and eBay User Defendants – continues to expose for  
12 sale, offer for sale, and sell the infringing Accused Device on its website.

13          56.     Defendants' exposing for sale, offering for sale, and selling the infringing Accused  
14 Device on eBay's website violates Kenu's intellectual property rights by facilitating third-party  
15 purchases of Accused Devices that violate Kenu's intellectual property rights.

16          57.     Likewise, on information and belief, at least the eBay User Defendants' import into  
17 the United States the Accused Device, which also violates Kenu's intellectual property rights.

18          58.     eBay manages and controls the items that can be exposed for sale, offered for sale,  
19 and sold on its website.

20          59.     eBay manages and controls which users can expose for sale, offer for sale, sell, and  
21 purchase products on its website.

22          60.     eBay manages and controls each purchase transaction through its wholly-owned  
23 subsidiary PayPal, Inc.

24          61.     eBay profits from its websites, as users must pay a fee to list and/or sell products.

25          62.     But for eBay and eBay User Defendants exposing for sale, offering for sale, and  
26 selling the Accused Device, Kenu would not have been damaged nor would its intellectual property  
27 rights have been infringed.

28

63. After receiving notice of Kenu's patent, trademark, and trade dress rights, eBay continued to induce third parties to list counterfeit and illegal products on its website.

64. eBay chose to ignore Kenu's notice because of the financial incentives it receives from its website.

65. eBay's willful and deliberate actions have caused significant harm to Kenu.

66. eBay has induced third parties to infringe on Kenu's patent rights.

67. eBay has contributorily infringed on Kenu's trademark rights.

68. eBay has contributorily infringed on Kenu's trade dress rights.

69. Defendants place in the stream of commerce an illegal product that is significantly cheaper than Kenu's product.

70. Kenu has lost customers and revenue due to the illegal and infringing product being put in to the stream of commerce by Defendants.

71. Despite Kenu's attempts to resolve this matter amicably and without litigation, Kenu has been forced to bring this suit for damages and injunctive relief.

**FIRST CLAIM FOR RELIEF**  
**PATENT INFRINGEMENT**  
**AGAINST EBAY USER DEFENDANTS**  
**35 U.S.C. § 271(a)**

72. Kenu restates and incorporates all previous allegations of this Complaint by reference as though set forth in full.

73. eBay User Defendants have infringed upon the rights of Kenu's '707 patent by exposing for sale, offering to sell, selling, and importing the Accused Device in the United States.

74. eBay User Defendants will continue to infringe the '707 patent unless enjoined by this Court.

75. eBay User Defendants' acts are willful, in disregard of, and with indifference to, the rights of Kenu.

76. As a direct and proximate cause of the infringement by eBay User Defendants, Kenu is entitled to reasonable royalties and lost profits in amounts to be proven at trial, enhanced damages,

1 and reasonable attorney's fees pursuant to 35 U.S.C. § 285. Additionally, eBay User Defendants are  
2 liable to Kenu to the extent of their total profit, but not less than \$250, pursuant to 35 U.S.C. § 289.

3 **SECOND CLAIM FOR RELIEF**  
4 **PATENT INFRINGEMENT BY INDUCEMENT**  
5 **AGAINST EBAY**  
6 **35 U.S.C. § 271(b)**

7 77. Kenu restates and incorporates all previous allegations of this Complaint by reference  
8 as though set forth in full.

9 78. eBay has infringed upon the rights of Kenu's patent by inducing individuals and  
10 companies to infringe upon the rights of Kenu's '707 patent.

11 79. eBay, with knowledge of Kenu's patent rights, has continued to allow the Accused  
12 Device to be exposed for sale, offered for sale, and sold on its website at www.ebay.com with  
13 knowledge that the Accused Device infringes the '707 patent.

14 80. eBay will continue to induce infringement of the '707 patent through its website at  
15 www.ebay.com unless enjoined by this Court.

16 81. eBay's acts are willful, in disregard of, and with indifference to, the rights of Kenu.

17 82. As a direct and proximate cause of the infringement by eBay, Kenu is entitled to  
18 reasonable royalties and lost profits in amounts to be proven at trial, enhanced damages, and  
19 reasonable attorney's fees pursuant to 35 U.S.C. § 285. Additionally, eBay is liable to Kenu to the  
20 extent of its total profit, but not less than \$250, pursuant to 35 U.S.C. § 289.

21 **THIRD CLAIM FOR RELIEF**  
22 **TRADEMARK INFRINGEMENT**  
23 **AGAINST TANKYBALL, FOUROCEAN888, PLUG-IN-**  
24 **PLAYOWEN, ALLYEXPORTER, AND OK-FLY**  
25 **15 U.S.C. § 1125(a)(1)**

26 83. Kenu restates and incorporates all previous allegations of this Complaint by reference  
27 as though set forth in full.

28 84. eBay users known as tankymall and fourcean888 have infringed Kenu's trademark  
rights in its AIRFRAME<sup>TM</sup> mark by using the confusingly similar name WINDFRAME to sell the  
same product.

1 85. eBay user known as plug-in-playowen has infringed Kenu's trademark rights in its  
2 AIRFRAME<sup>TM</sup> mark by using the confusingly similar name AiIRFRAME to sell the same product.

3 86. eBay users known as allyexporter and ok-fly have infringed Kenu's trademark rights  
4 in its AIRFRAME<sup>TM</sup> mark by using the confusingly identical name AIRFRAME to sell the same  
5 product.

6 87. On information and belief, tankymall, fourocean888, plug-in-playowen, allyexporter,  
7 and ok-fly have used the names WINDFRAME, AiIRFRAME, and AIRFRAME, despite knowledge  
8 that the Accused Device is likely to cause confusion among ordinary consumers as to the source,  
9 sponsorship, affiliation, or approval of Kenu's AIRFRAME<sup>TM</sup> product.

10 88. The acts of tankymall, fourocean888, plug-in-playowen, allyexporter, and ok-fly are  
11 willful, in disregard of, and with indifference to the rights of Kenu.

12 89. As a direct and proximate cause of the infringement by tankymall, fourocean888,  
13 plug-in-playowen, allyexporter, and ok-fly, Kenu is entitled to reasonable royalties and lost profits in  
14 amounts to be proven at trial, enhanced damages, and reasonable attorney's fees pursuant to 15  
15 U.S.C. § 1117.

16 **FOURTH CLAIM FOR RELIEF**  
17 **CONTRIBUTORY TRADEMARK INFRINGEMENT**  
18 **AGAINST EBAY**  
19 **15 U.S.C. § 1125(a)(1)**

20 90. Kenu restates and incorporates all previous allegations of this Complaint by reference  
21 as though set forth in full.

22 91. eBay has engaged in contributory infringement of Kenu's trademark rights in its  
23 AIRFRAME<sup>TM</sup> mark by inducing individuals and companies to infringe upon the rights of Kenu's  
24 trademark.

25 92. eBay has allowed the Accused Device to be offered and sold on its website, despite  
26 knowledge that the Accused Device being offered and sold on its website is likely to cause confusion  
27 among ordinary consumers as to the source, sponsorship, affiliation, or approval of Kenu's  
28 AIRFRAME<sup>TM</sup> product.

93. eBay's acts are willful, in disregard of, and with indifference to the rights of Kenu.

94. As a direct and proximate cause of the infringement by eBay, Kenu is entitled to reasonable royalties and lost profits in amounts to be proven at trial, enhanced damages, and reasonable attorney's fees pursuant to 15 U.S.C. § 1117.

**FIFTH CLAIM FOR RELIEF**  
**TRADE DRESS INFRINGEMENT**  
**15 U.S.C. § 1125(a)(1)**  
**AGAINST EBAY USER DEFENDANTS**

95. Kenu restates and incorporates all previous allegations of this Complaint by reference as though set forth in full.

96. eBay User Defendants have engaged in infringement of Kenu's trade dress rights in its AIRFRAME<sup>TM</sup> product by placing into commerce the Accused Device.

97. eBay User Defendants have offered and sold the Accused Device, despite knowledge that the Accused Device being offered and sold is likely to cause confusion among ordinary consumers as to the source, sponsorship, affiliation, or approval of Kenu's AIRFRAME<sup>TM</sup> product.

98. eBay User Defendants' acts are willful, in disregard of, and with indifference to the rights of Kenu.

99. As a direct and proximate cause of the infringement by eBay User Defendants, Kenu is entitled to reasonable royalties and lost profits in amounts to be proven at trial, enhanced damages, and reasonable attorney's fees pursuant to 15 U.S.C. § 1117.

**SIXTH CLAIM FOR RELIEF**  
**CONTRIBUTORY TRADE DRESS INFRINGEMENT**  
**15 U.S.C. § 1125(a)(1)**  
**AGAINST EBAY**

100. Kenu restates and incorporates all previous allegations of this Complaint by reference as though set forth in full.

101. eBay has engaged in contributory infringement of Kenu's trade dress rights in its AIRFRAME<sup>TM</sup> product by inducing individuals and companies to infringe upon the trade dress rights in Kenu's product.

102. eBay has allowed the Accused Device to be offered and sold on its website, despite knowledge that the Accused Device being offered and sold on its website is likely to cause confusion



1 among ordinary consumers as to the source, sponsorship, affiliation, or approval of Kenu's  
2 AIRFRAME™ product.

3 103. eBay's acts are willful, in disregard of, and with indifference to the rights of Kenu.

4 104. As a direct and proximate cause of the infringement by eBay, Kenu is entitled to  
5 reasonable royalties and lost profits in amounts to be proven at trial, enhanced damages, and  
6 reasonable attorney's fees pursuant to 15 U.S.C. § 1117.

7  
8 **SEVENTH CLAIM FOR RELIEF**  
9 **UNFAIR COMPETITION**  
10 **CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200 ET SEQ.**  
11 **AGAINST ALL DEFENDANTS**

12 105. Kenu restates and incorporates all previous allegations of this Complaint by reference  
13 as though set forth in full.

14 106. The above described acts and omissions, including, but not limited to, Defendants'  
15 continued infringement of Kenu's design patent, and their infringement of Kenu's trademark and/or  
16 trade dress rights, constitute Unfair Competition under Section 17200 et. seq. of the California  
17 Business & Professions Code.

18 107. By reason of these wrongful acts and omissions by Defendants, Kenu has suffered  
19 and will suffer damage. Additionally, these wrongful acts and omissions by Defendants have  
20 caused, and unless restrained and enjoined by this Court will continue to cause, serious irreparable  
21 injury and damage to Kenu.

22 **EIGHTH CLAIM FOR RELIEF**  
23 **TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**  
24 **COMMON LAW**  
25 **AGAINST ALL DEFENDANTS**

26 108. Kenu restates and incorporates all previous allegations of this Complaint by reference  
27 as though set forth in full.

28 109. The above described acts and omissions, including, but not limited to, Defendants'  
continued infringement of Kenu's design patent, and their infringement of Kenu's trademark and/or  
trade dress rights, constitute Unfair Competition and Contributory Trademark Infringement at  
Common Law.

110. By reason of these wrongful acts and omissions by Defendants, Kenu has suffered and will suffer damage. Additionally, these wrongful acts and omissions by Defendants have caused, and unless restrained and enjoined by this Court will continue to cause serious irreparable injury and damage to Kenu.

### **PRAYER FOR RELIEF**

Wherefore, Kenu prays for judgment as follows:

1. Injunctive relief;
2. Reasonable royalties in an amounts to be proven at trial;
3. Lost profits in an amount to be proved at trial;
4. eBay's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
5. tankymall's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
6. fourocean888's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
7. bestoffer01's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
8. ayagroup's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
9. plug-in-playowen's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
10. hot.group's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
11. allyexporter's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
12. anyfashion2013's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
13. sinotech2015's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
14. shopbest2u's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
15. ok-fly's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
16. 2012digital2012's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
17. hulushop2010's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
18. mytopluck's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
19. bg27cyf's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
20. ynaan's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
21. starsmile5's total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;
22. mobilekits' total profit, but not less than \$250, pursuant to 35 U.S.C. § 289;

